

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

LARRY KRAUSE, PLAINTIFF,)	
VS.)	CIVIL ACTION NO.
)	JURY TRIAL DEMANDED
CREDITORS FINANCIAL GROUP, LLC. DEFENDANT.)	UNLAWFUL DEBT COLLECTION PRACTICES

COMPLAINT

I. INTRODUCTION

1. Plaintiff Larry Krause alleges that Defendant engaged in abusive, deceptive, and unfair acts in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter "FDCPA") and the Telephone Consumer Protection Act. 47 U.S.C. § 227 et seq. (hereinafter "TCPA"). Specifically, Defendant, through the actions of its employees, left voice messages and prerecorded messages on Plaintiff's cell phone without his consent or authorization in an effort to collect on a debt. The messages were false and deceptive and did not give the required disclosure regarding Defendant's status as a debt collector nor did those messages mention that the communications were from a debt collector.

II. JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1337 and diversity of citizenship. Venue in this District is proper in that the Defendant transacted business here and the conduct complained of occurred here.

III. PARTIES

3. Plaintiff is a natural person residing in the City of St. Louis, State of Missouri.

4. Defendant Creditors Financial Group, LLC (hereinafter referred to as "CFG") is a New York Limited Liability Company with its primary office located at 313 South Vaughn Way, Suite 110, Aurora, CO and doing business in the State of Missouri.

5. Defendant is engaged in the collection of debts from consumers using the mail, facsimile transmission and telephone. Defendant regularly attempts to collect consumer debts it purchases after default and/or consumer debts alleged to be due to another. Defendant is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

6. The acts of Defendant alleged hereinafter were performed by its employees acting within the scope of their employment with Defendant, and with its actual or apparent authority.

IV. FACTUAL ALLEGATIONS

7. Sometime before December, 2008 the Plaintiff allegedly incurred a financial obligation with Sears/Citibank that was primarily for personal, family or household purposes namely an amount due and owing on a personal account (hereinafter the "Account").

8. The Account is a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

9. The Account went into default with the original creditor.

10. Sometime after the Account went into default it was placed or otherwise transferred to the Defendant for collection from the Plaintiff.

11. In an effort to collect on the alleged debt, representatives of CFG contacted Plaintiff on his cell phone number at (314) 220-4545 and left messages.

12. The full content of the prerecorded message left by Defendant CFG on Plaintiff's cell phone on November 25, 2008 was as follows: "At your next earliest convenience contact Creditors Financial Group. (877) 298-2251 extension 1031. Again the number is 1 (877) 298-2251 extension 1031."

13 The full content of the message left by Defendant CFG on Plaintiff's cell phone on December 8, 2008 was as follows: "Hi, Larry Krause, this is Mrs. Latiniere (sic) returning your phone call. You can get me back, a ring back, in the office. My number is 1 (877) 298-2251 extension 3533. Look forward to hearing from you. Thank you."

14. The full content of the message left by Defendant CFG on Plaintiff's cell phone on December 16, 2008 was as follows: "Larry Krause, this is Mrs. Latiniere (sic) calling in regards to a situation that was filed in the office. We need you to return my phone call immediately. My phone number is 1 (877) 298-2251 extension 3533. Again, Mr. Krause, my phone number is (877) 298-2251 extension 3533."

15. The full content of the prerecorded message left by Defendant CFG on Plaintiff's cell phone on December 19, 2008 was as follows: "At your next earliest convenience contact Creditors Financial Group. (877) 298-2251 extension 1031. Again the number is 1 (877) 298-2251 extension 1031."

CAUSES OF ACTION

VIOLATIONS OF THE FDCPA

16. Plaintiff incorporates herein by reference each and every prior allegation and fact as though fully restated and re-alleged.

17. Defendant's actions violated the FDCPA. The violations include, but are not limited to, the following:

- (a) Defendant violated 15 U.S.C. § 1692e(11) when it left two voice messages and two prerecorded messages on Plaintiff's cell phone which failed to indicate that the communications were from a debt collector;
- (b) Defendant violated 15 U.S.C. § 1692d(6) when it left prerecorded messages on Plaintiff's cell phone which failed to provide meaningful disclosure of Defendant's identity.
- (c) Defendant violated 15 U.S.C. § 1692e(5) when its employees made false and deceptive statements designed to create the belief or implication that legal action had either already been taken or that legal action was imminent when said legal action had not been taken and was not intended to be taken when its employee referred to "a situation that was filed in my office."
- (d) Defendant violated 15 U.S.C. § 1692e(10) when its employees made false representations and/or used deceptive means in an attempt to collect a debt from the Plaintiff including the assertion that its employee was returning Plaintiff's call when Plaintiff had never contacted the Defendant and/or its employees, and when it engaged in the tactics set forth in paragraph 16c herein.
- (e) Defendant's actions violated 15 U.S.C. § 1692f as they were unfair and unconscionable means to collect the debt.

18. As a result of the above violations of the FDCPA, the Defendant is liable to the Plaintiff for statutory damages, costs and attorney's fees.

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant for the following:

- A. Statutory damages pursuant to 15 U.S.C. § 1692k;
- B. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k;
- C. For such other and further relief as may be just and proper.

VIOLATION OF THE TCPA

19. Plaintiff incorporates herein by reference each and every prior allegation and fact as though fully restated and re-alleged.

20. Defendant's actions violated the TCPA. The violations include, but are not limited to, the following:

(a) Defendant violated 47 U.S.C. § 227(b)(1)(A)(iii) when it left prerecorded messages on Plaintiff's cell phone on two occasions without Plaintiff's prior express consent;

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant for the following:

A. Damages pursuant to 47 U.S.C. § 227(b)(3);

PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY

/s/ Larry Krause
Larry Krause

Respectfully submitted,

THE SWANEY LAW FIRM

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